

## MEMORANDUM OF UNDERSTANDING

Between the  
PASADENA POLICE DEPARTMENT  
and the  
PASADENA AREA COMMUNITY COLLEGE DISTRICT, POLICE AND  
SAFETY SERVICES DEPARTMENT

It is the intent and purpose of this memorandum to set forth the total and complete understanding and agreement between the City of Pasadena, Police Department and the Pasadena Area Community College District, Police and Safety Services Department, regarding crime report taking and criminal investigation responsibilities that occur on college district property, within the City of Pasadena.

This Memorandum shall remain in effect indefinitely, revoked by mutual consent. Further, the provisions of this Memorandum shall remain in effect while the parties are meeting and conferring on a successor Memorandum of Understanding.

This Memorandum shall in all respects be subject and subordinated to the provisions of the Pasadena City Charter and statutory provisions of the Federal Government and the State of California in effect at the time of the execution of this Memorandum.

Incident reports (these reports shall be routed in the same fashion as do reports received from field services units) that occur on the grounds of the Pasadena Area Community College District, Police and Safety Services Department campuses will generally be the responsibility of the Pasadena Area Community College District, Police and Safety Services Department with the following categorical exceptions:

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| Homicide   | The Pasadena Police Department, or any other outside agency deemed appropriate under the existing circumstances, will conduct all homicide investigations.  |
| Robbery    | Pasadena Area Community College District, Police and Safety Services Department personnel will take the first report. Absent any urgency or exigent circumstances, they will forward a copy of their report to the Special Operations Division at the Pasadena Police Department. |
| Kidnapping | The Pasadena Police Department and any other outside agency deemed appropriate will conduct all investigations with the exception of any such crime occurring completely within the confines of the campus inclusive of the arrest of the suspect.                                |

- Assaults** Pasadena Area Community College District, Police and Safety Services Department personnel will conduct all investigations occurring on the campus between students. In shooting, stabbing, or other serious bodily injury incidents the Chief of the Pasadena Area Community College District, Police and Safety Services Department, or his designee, will notify the on duty Watch Commander immediately, jointly assessing the need for Pasadena Police Department resources. Any assault involving a member of the faculty, staff or other adult volunteer as the suspect will require notification of the on-duty Watch Commander. He/she shall assess the need for Pasadena Police resources.
- Auto Thefts** Pasadena Area Community College District, Police and Safety Services Department will take the initial signed stolen report and notify the Pasadena Police Department, Communications Section, as soon as possible, to notify field personnel. A copy of the stolen report will be sent to the Special Operations Division, Detective Section/Auto Theft Unit, for informational purposes.
- Thefts** Pasadena Area Community College District, Police and Safety Services Department will handle all theft reports, inclusive of bicycles. Any information on stolen property will be provided by Pasadena Area Community College District, Police and Safety Services Department based on specific requests by Pasadena Police Department investigative personnel.
- Drugs** First reports will be taken by the Pasadena Area Community College District, Police and Safety Services Department.
- Sex Crimes** Sexual Assaults involving rape or any form of sexual penetration (rapes) will be handled by the Pasadena Police Department. Any child molestation cases brought to the attention of the Pasadena Area Community College District, Police and Safety Services Department will be handled by the Pasadena Police Department. Other sexual assaults, i.e.. sexual battery, will be handled by the Pasadena Area Community College District, Police and Safety Services Department.
- Officer Involved Shootings** The Pasadena Police Department's Officer Involved Shooting Team will investigate all shooting incidents, within the City of Pasadena involving officers from the Pasadena Area Community College District, Police and Safety Services Department, whenever a weapon is intentionally discharged (except during lawful range training or sporting activities) or when someone is injured as a result of the discharge, be that discharge intentional or accidental. This includes shooting incidents where an officer from the Pasadena Area Community College District, Police and Safety Services Department is the victim of a shooting whether injured or not.

#### **ADDITIONAL POINTS OF THIS AGREEMENT:**

- 1. On request of the Chief/Director of the Pasadena Area Community College District, Police and Safety Services Department, or his designee, the campus agency may call upon the assistance of the Pasadena Police Department on any investigation requiring special expertise not available within the Pasadena Area Community College District, Police and Safety Services Department. Any requests for follow up by a Field Operations Division police officer must be cleared with the on-duty Watch Commander.**
- 2. Pasadena Police Department case numbers shall be assigned to all cases occurring on Pasadena Area Community College District, Police and Safety Services Department campuses that are handled by the Pasadena Police Department or when Pasadena Police Department personnel conduct follow up to an existing Pasadena Area Community College District, Police and Safety Services Department case. A Pasadena Police Department case number will not be assigned to Pasadena Area Community College District, Police and Safety Services Department reports submitted to the Pasadena Police Department for informational purposes only.**
- 3. Any extraordinary incident occurring on Pasadena Area Community College District, Police and Safety Services Department campuses that warrant notification of the Pasadena Police Department should be immediately reported to the on-duty Watch Commander.**
- 4. When Pasadena Police officers on-view an incident on any Pasadena Area Community College District, Police and Safety Services Department campus and initiate a case incident, the incident will be handled by the Pasadena Police Department in total and a copy of the report will be forwarded to the Chief/Director of the Pasadena Area Community College District, Police and Safety Services Department for informational purposes.**
- 5. Collection of physical evidence will be handled by the agency with jurisdiction for the case as defined by this agreement. Should special handling of evidence be required, the Pasadena Police Department may be called upon to perform that duty. The Pasadena Police will store all physical evidence.**
- 6. When an arrest is made by Pasadena Area Community College District, Police and Safety Services personnel they will provide for transportation of the prisoner to the Pasadena City Jail for booking. An officer from the Pasadena Area Community College District, Police and Safety Services will also be present to complete the booking information, and to prepare a citation release, if appropriate.**
- 7. Pasadena Area Community College District, Police and Safety Services will be responsible for due process provisions and guarantees of the arrestee up to and through the booking process.**
- 8. Pasadena Area Community College District, Police and Safety Services shall comply with all jail procedures and regulations established by the Pasadena Police Department.**

9. For any Pasadena Area Community College District, Police and Safety Services arrest that requires a probable cause hearing for the arrestee pursuant to County of Riverside v. McLaughlin (1991), usually occurring immediately preceding weekends and holidays, Pasadena Area Community College District, Police and Safety Services officer shall ensure that a probable cause declaration form is filled out and approved by their supervisor and both a copy of the report and probable cause declaration left with the Pasadena Watch Commander. Failure to do so may result of the arrestee being released without notice.
10. Pasadena Police Records Section personnel will provide the Pasadena Area Community College District, Police and Safety Services police personnel, upon verification of the latter employee's credentials, necessary records information to assist in bonafide investigations, subject to the compelling needs criteria of Penal Code Section 13300 (c) as it applies to personnel listed under Penal Code Section 830.32.
11. The Pasadena Area Community College District, Police and Safety Services Department, will assure that peace officer functions authorized under this memorandum of understanding will only be performed by persons employed as peace officers.
12. The Pasadena Area Community College District, Police and Safety Services Department further agrees to defend, hold harmless and indemnify the City of Pasadena from all claims, loss, damage, liability, including, but not limited to the payment of attorney's fees and cost, resulting from or occurring during the exercise of any function or activity on the part of any employee or agent of the Pasadena Area Community College District, Police and Safety Services Department pursuant to this memorandum of understanding.
13. It is understood that the Pasadena Police Department retains original jurisdiction and that this memorandum of understanding does not preclude the Pasadena Police Department from investigating, with cooperation from the Pasadena Area Community College District, Police and Safety Services Department, any legitimate criminal investigation.
14. The procedures established in the memorandum of understanding may be evaluated and amended in the future on the mutual agreement of both agencies. Such amendment shall be in writing, signed by appropriate representatives of both parties. It is further understood that an evaluation shall be made of this amended agreement twelve months from the date of execution.
15. The Pasadena Police Department Counter-Terrorism Section will be immediately notified of any National Security Incident coming to the attention of the Pasadena Area Community College District, Police and Safety Services Department.
16. This Memorandum of Understanding will become effective on September 1, 2005.

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